

1 BILL NO. S-86-12-30

2 SPECIAL ORDINANCE NO. S-11-87

3 AN ORDINANCE approving Contract
4 for Water Res. #1035-86, Garden
5 Park Drive Feeder Main, between
6 T-G Excavating, Inc., and the City
of Fort Wayne, Indiana, in connection
with the Board of Public Works
and Safety.

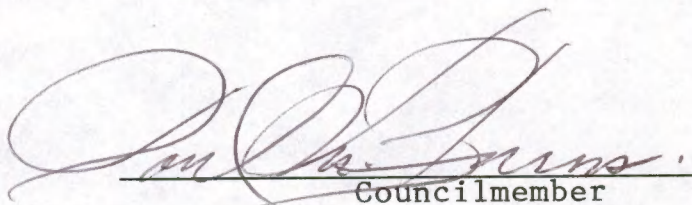
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Water Res. #1035-86,
10 Garden Park Drive Feeder Main, by and between T-G Excavating,
11 Inc., and the City of Fort Wayne, Indiana, in connection with
12 the Board of Public Works and Safety, for:

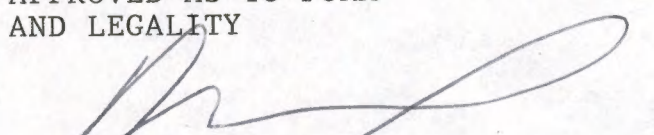
13 extensions in and along Garden
14 Park Drive from Clinton Street
15 to its terminus, in Concordia
Gardens Addition;

16 the Contract price is One Hundred Seventy-Seven Thousand Four
17 Hundred Seventy-One and 45/100 Dollars (\$177,471.45), all as
18 more particularly set forth in said Contract, which is on file
19 in the Office of the Board of Public Works and Safety and, is
20 by reference incorporated herein, made a part hereof, and is
21 hereby in all things ratified, confirmed and approved. Two (2)
22 copies of said Contract are on file with the Office of the City
23 Clerk and made available for public inspection, according to
24 law.

25 SECTION 2. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all necessary
27 approval by the Mayor.

28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.

DATE: 12-23-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the ~~third~~ time in full and on motion by Redd, seconded by Burns, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 1-13-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (GENERAL)

(SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-11-87

on the 13th day of January, 1987.

ATTEST:

Sandra E. Kennedy

(SEAL)

Mark E. GiaQuinta

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 1987, at the hour of 11:30 o'clock PM .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of January, 1987, at the hour of 10⁰⁰ o'clock PM .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
Invitation For Bids/Award of Contract*

Page 1 of _____

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: GARDEN PARK DRIVE FEEDER MAIN

CONTRACT#: ---

RESOLUTION # 1035-86

CONTENTS

Check if Contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X	S2-3	Schedule of Items
X	GP1-GP7	General Provisions
		Special Conditions
X		Plans and Specifications
X		Drawings
X	S4	NOTES 1 AND 2
X	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

X	Anti-Apartheid Ordinance
X	Non-Collusion Affidavit
X	Bidder's Bond
	Performance and Guaranty Bond
X	State Board of Accounts Form 96A
X	Certificate in Lieu of Form 96A
X	Prevailing Wage Scale - State of Indiana
X	Payment Bond
X	Warranty Bond
X	CERTIFICATION OF BIDDER/VENDOR (Anti-Apartheid Ord.)
X	CERTIFICATION OF NON-SEGREGATED FACILITIES

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days _____ %	20 Calendar Days _____ %	30 Calendar Days _____ %	Other _____ %
Acknowledgement of Amendments <i>E-80</i>	Amendment No. <u>1</u>	Date <u>12/10/86</u>	Amendment No.	Date

* * * * *

BID SUBMITTED

T-G Excavating Inc.

CONTRACTOR

BY: Thomas M. Stockamp
ITS: President

OFFER

DATE: December 11, 1986

BIDDER AGREES TO KEEP BID OPEN FOR
ACCEPTANCE FOR _____ (90 days
unless otherwise specified)

COMPLIANCE: J. Adams
O.C. 6/86

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS AND SAFETY

[Signature]

CITY OF FORT WAYNE

MAYOR

[Signature]

AWARD DATE:

12-17-86

12-17-86
DATE

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. FOWLKES TRUCKING		TRUCKING
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. TO BE DETERMINED		
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor T-G Excavating Inc.

Contractor _____

By Thomas M. Storkamp

By _____

Its President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor T-G Excavating Inc.

By Thomas M. Storchamp

Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER RESOLUTION NO. 1035-86 GARDEN PARK DRIVE FEEDER MAIN

4,000± L.F. of 12" water main on Garden Park Drive, from Leo Road eastward to the east side of the St. Joseph River.

All work will be performed in accordance with: Resolution/~~CONTRACT~~ 1035-86, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 240 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.



The City of Fort Wayne

December 10, 1986

TO: PROSPECTIVE BIDDERS

re; ADDENDUM NO. 1 - GARDEN PARK FEEDER MAIN
WATER RESOLUTION NO. 1035-86

Dear Contractor:

Attached find one copy of Addendum No. 1 for the above contract. This Addendum is to be used in preparing your proposal for this project, for which bids are to be received on December 11, 1986, at the Board of Public Works and Safety, City of Fort Wayne, Indiana.

PAGE S-2, LINE 17

Has been added and reads:

3,100± L.F. GRASS AREA RESTORATION

Sincerely,

Terry L. Atherton

Terry L. Atherton, P. E.
Chief Water Engineer

tla/gr/ep

I, we, T-G EXCAVATING, INC.

Certify that I, we have replaced page S-2 with Revised Page S-2, and, that the bid as submitted, embraces the change described in this Addendum.

Eric S. Olson MKT. DIR.

T-G EXCAVATING, INC.

Bidder

NOTE: BIDDERS SHALL SIGN ADDENDUM AND SUBMIT SAME WITH BID.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY

SCHEDULE OF UNIT PRICES

GARDEN PARK FEEDER MAIN - (CONCORDIA GARDENS)
WATER RESOLUTION NO. 1035-86

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1.	3,725± L.F.	CL. 50, 12" DUCTILE IRON WATER MAIN	29 ³⁶	109,366 ⁰⁰
2.	250± L.F.	CL. 55, 12" DUCTILE IRON RIVER CROSSING PIPE	142 ⁴⁵	35,612 ⁵⁰
3.	54± L.F.	CL. 50, 6" DUCTILE IRON WATER MAIN	24 ⁸⁰	1339 ²⁰
4.	3 EA.	12" GATE VALVES W/BOXES	878 ⁰⁰	2634 ⁰⁰
5.	9 EA.	6" GATE VALVES W/BOXES	411 ⁰⁰	3699 ⁰⁰
6.	5 EA.	12" x 6" TEES	307 ⁰⁰	1535 ⁰⁰
7.	2 EA.	12" x 6" CROSS	366 ⁰⁰	732 ⁰⁰
8.	1 EA.	12" x 45° ELL	298 ⁰⁰	298 ⁰⁰
9.	1 EA.	12" x 6" REDUCER	253 ⁰⁰	253 ⁰⁰
10.	6 EA.	TYPE III FIRE HYDRANT ASSEMBLY	1524 ⁰⁰	9144 ⁰⁰
11.	1 EA.	FIRE HYDRANT	775 ⁰⁰	775 ⁰⁰
12.	125± L.F.	ASPHALT STREET RESTORATION	15 ²⁸	1910 ⁰⁰
13.	375± L.F.	ASPHALT DRIVE RESTORATION	10 ³³	3873 ⁷⁵
14.	150± L.F.	CONCRETE DRIVE RESTORATION	13 ⁰⁰	1950 ⁰⁰
15.	250± L.F.	STONE AREA RESTORATION	3 ⁸⁹	972 ⁵⁰
16.	150± L.F.	REVTMENT RIP RAP	1 ⁸⁵	277 ⁵⁰
17.	3,100± L.F.	GRASS AREA RESTORATION	1 ⁰⁰	3100 ⁰⁰
TOTAL BID				177,471 ⁴⁰

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____, 19____.

FIRM NAME _____

BY: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 11th day of December, 19 86.

T-G Excavating Inc.

NAME OF CORPORATION _____

BY: _____

Thomas M. Stockamp
PRESIDENT

ATTEST:

L. Dean Zirkle

L.. Dean Zirkle, Office Administrator

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ _____
being 1 of the maximum bid herein, made payable to:

THE CITY OF PORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

BIDDER

shall not within _____ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

T-G Excavating Inc.-

the contract for said work, and if T-G Excavating Inc.

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and T-G Excavating Inc.

agents or representatives present at the time of filing this bid; being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

T-G Excavating Inc.

By:

Thomas M. Stockamp

Thomas M. Stockamp, President

Subscribed and sworn to before me by Thomas M. Stockamp

this 11th day of December, 1986.

My Commission Expires:

7/22/90

Larry Dean Zirkle

Larry Dean Zirkle
NOTARY PUBLIC

Resident of Allen County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19____.

My Commission Expires:

NOTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19____.

My Commission expires:

NOTARY PUBLIC

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That, we, _____ as principal
and _____
and _____ as sureties,
are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of

_____ DOLLARS (\$ _____),
to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns,
for the payment of which, well and truly made, we hereby bind ourselves, our heirs,
successors, executors and administrators, jointly and severally, firmly by these
presents.

Signed and sealed at _____, this _____
day of _____, 19 _____.

The condition of this obligation is such that if the accompanying bid or proposal of

_____ made this day to the City of Fort Wayne, State of Indiana, is accepted, and the
contract awarded to the above bidder, and the bidder shall, within ten (10) days
after such award is made, enter into a contract with the City of Fort Wayne,
State of Indiana, for the work bid upon, and give bond as required; then this
obligation shall be null and void; otherwise, it shall remain in full force and
effect.

SIGNED at _____
this _____ day of _____, 19 _____.

PRINCIPAL

*

SURETY

*If signed by an agent, appropriate Power
of Attorney shall be attached.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Thomas M. Stockamp, the President
Name
Position, of T-G Excavating Inc.
Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 28th day of February, 1986, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED: December 11, 1986

Thomas M. Stockamp
Signature

President

Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 11th day of December, 19 86.

Larry Dean Zirkle
NOTARY PUBLIC Larry Dean Zirkle
A Resident of Allen County, IN

My Commission Expires:

7/22/90

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of T-G Excavating Inc.

_____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WEHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WEHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of T-G Excavating Inc.

_____, that T-G Excavating Inc.

does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 11th day of December, 1986.

T-G Excavating Inc.
(Name of Bidder/Vendor)

Thomas M. Hickman President
(Name and Title of Person Signing)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in officers is prescribed in 18 U.S.C. 1001.

Date: December 11, 1986 T-G Excavating Inc.
(Name of Bidder)

BY

Thomas M. Hockamp

Official Address (including
ZIP code):

5544 Huguenard Road
Fort Wayne, IN 46818

President
Title

It is the policy of T-G Excavating Inc. that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy T-G Excavating Inc. will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The T-G Excavating Inc. will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

T-G Excavating Inc.
(Name of Company)

Thomas M. Stockham
(Signature of Company Official)

December 11, 1986
(Date)

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, T-G Excavating, Inc.
5544 Huguenard Road
Fort Wayne, IN 46818, as Principal, (hereinafter called the "Principal"), and
 the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized
 under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound
 unto City of Fort Wayne, Board of Public Works
City-County Building, One Main Street
Fort Wayne, IN 46801 as Obligee, (hereinafter called the "Obligee"),
 in the sum of Ten Percent (10%) of Contractors Maximum Bid Price Dollars (\$ -----),
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
 our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Garden Park Drive feeder main, water
resolution #1035-86, located 4000 linear feet of 12" water main on Garden Park
Drive, from Leo Road, eastward to the east side of the St. Joseph River, Fort
Wayne, Indiana, per plans and specifications.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
 a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be
 specified in the bidding or contract documents with good and sufficient surety for the faithful performance of
 such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
 event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal
 shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said
 bid and such larger amount for which the Obligee may in good faith contract with another party to perform
 the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of December A.D. 19 86.

L. Dean Zible
 Witness

T-G Excavating, Inc. (SEAL)

Thomas M. Horkamp, Pres.
 Principal
 Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 Surety

Suzie C. Schnelker
 Suzie C. Schnelker
 Witness

By Duane E. Lupke (SEAL)
 Duane E. Lupke, attorney-in-fact
 Title

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Virginia T. Axson, Gerald Clancy and Judith A. Snyder, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Duane E. Lupke, etal, dated, December 27, 1985.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of April, A.D. 1986.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

CW Robbins

Assistant Secretary

By

CM Pecot Jr
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

} SS:

On this 2nd day of April, A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 11th day of December, 1986.

TITLE OF ORDINANCE Contract for Water Res. 1035-86, Garden Park Drive Feeder Main

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

J. R. 12-30

SYNOPSIS OF ORDINANCE The Contract for Water Res. 1035-86, Garden Park Drive Feeder

Main is for extensions in and along Garden Park Drive from Clinton Street
to its terminus, in Concordia Gardens Addition. T-G Excavating is the
Contractor.

EFFECT OF PASSAGE Improved Water Conditions at the above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$177,471.45

ASSIGNED TO COMMITTEE

BILL NO. S-86-12-30

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for
Water Res. #1035-86, Garden Park Drive Feeder Main, between T-G
Excavating, Inc., and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Charles B. Redd CHARLES B. REDD
CHAIRMAN

Paul M. Burns PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry THOMAS C. HENRY

Ben A. Eisbart BEN A. EISBART

Samuel J. Talarico SAMUEL J. TALARICO

CONCURRED IN 1-13-87.

SANDRA E. KENNEDY
CITY CLERK